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## 1831-CC00839 - DEBBIE MCCOY V WAL-MART STORES EAST LP ET AL (E-CASE)

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### 07/17/2018 ☐ [Corporation Served](#)

Document ID - 18-SMOS-141; Served To - WAL-MART STORES EAST LP; Server - ; Served Date - 13-JUL-18; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served; Service Text - SPS: Robert: By leaving with Bonnie Love-intake specialist

### ☐ [Notice of Service](#)

Summons Return/eg

**Filed By:** CRAIG RICHARD HEIDEMANN

**On Behalf Of:** DEBBIE MCCOY

### ☐ [Notice of Service](#)

Summons Return/eg

**Filed By:** CRAIG RICHARD HEIDEMANN

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**Filed By:** CRAIG RICHARD HEIDEMANN

### 07/16/2018 ☐ [Summons Personally Served](#)

Document ID - 18-SMOS-143; Served To - WAL-MART STORES ARKANSAS LLC; Server - ; Served Date - 13-JUL-18; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served; Service Text - SPS: Robert P: By leaving with Bonnie L \*\*\*Should read served corporation\*\*\*

### ☐ [Corporation Served](#)

Document ID - 18-SMOS-142; Served To - WALMART INC; Server - ; Served Date - 13-JUL-18; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served; Service Text - SPS: Robert P: By leaving with Bonnie L, intake specialist

### 07/11/2018 ☐ [Motion Special Process Server](#)

Plt's Application for Appointment of Special Process Server. /pa

**Filed By:** CRAIG RICHARD HEIDEMANN

**On Behalf Of:** DEBBIE MCCOY

### 06/22/2018 ☐ [Judge/Clerk - Note](#)

CASE RECEIVED. JRB/jlf

### 06/21/2018 ☐ [Judge Assigned](#)

Case assigned to Division 3. Sent to Court 06/21/18 at 12:25 pm. /pa

### 06/20/2018 ☐ [Order for Change of Judge](#)

**Exhibit B**

Plaintiff's Motion for Change of Judge is granted. Case to be reassigned. MJC/bss

**06/19/2018** ☐ [Motion for Change of Judge](#)

Plt's Motion for Change of Judge. Sent to Court 6-19-18 at 2:11 PM./cb

**Filed By:** CRAIG RICHARD HEIDEMANN

**On Behalf Of:** DEBBIE MCCOY

☐ [Summ Issd- Circ Pers Serv O/S](#)

Document ID: 18-SMOS-143, for WAL-MART STORES ARKANSAS, LLC. Summons saved and attached in PDF format for Attorney to retrieve from secure case.net. /kj

☐ [Summ Issd- Circ Pers Serv O/S](#)

Document ID: 18-SMOS-142, for WALMART INC. Summons saved and attached in PDF format for Attorney to retrieve from secure case.net. /kj

☐ [Summ Issd- Circ Pers Serv O/S](#)

Document ID: 18-SMOS-141, for WAL-MART STORES EAST LP. Summons saved and attached in PDF format for Attorney to retrieve from secure case.net. /kj

**06/18/2018** ☐ **Filing Info Sheet eFiling**

**Filed By:** CRAIG RICHARD HEIDEMANN

☐ [Pet Filed in Circuit Ct](#)

Plt's Petition. /kj

**On Behalf Of:** DEBBIE MCCOY

☐ **Judge Assigned**

## IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

DEBBIE McCOY

Plaintiff,

v.

Case No. \_\_\_\_\_

WAL-MART STORES EAST, LP,

WALMART, INC.

WAL-MART STORES ARKANSAS, LLC

Defendants.

**CLASS ACTION PETITION**

COMES NOW, Plaintiff, through counsel, and for her Petition against Defendants, Wal-Mart Stores East, LP, Walmart, Inc. and Wal-Mart Stores Arkansas, LLC (collectively referred to in this petition as “Wal-Mart” or “Defendants”) states:

**Parties, Jurisdiction, Venue**

1. Debbie McCoy is a citizen of Greene County, Missouri.
2. Defendant Wal-Mart Inc. is a Delaware corporation, authorized to do business in Missouri, with headquarters at 708 SW 8th Street Bentonville, AR 72716 and doing business in Greene County, Missouri and can be served at: C T Corporation System 120 South Central Ave. Clayton, MO 63105.
3. Defendant Wal-Mart Stores East, LP, is a Delaware limited partnership, authorized to do business in Missouri, with headquarters at 708 SW 8th Street Bentonville, AR 72716 and doing business in Greene County, Missouri and can be served at: C T Corporation System 120 South Central Ave. Clayton, MO 63105.

4. Wal-Mart Stores Arkansas LLC is a foreign entity not licensed to do business in Missouri but is in fact doing business in Missouri by marketing and selling its gift cards.
5. Plaintiffs' claims are brought pursuant to this court's original jurisdiction over all cases and matter, such jurisdiction granted by Mo. Rev. Stat. § 478.070.
6. Venue is proper under Mo. Rev. Stat. § 508.010 in that the actions and occurrences described herein occurred in Greene County, Missouri.
7. Defendants are subject to the Court's jurisdiction pursuant to Mo. Rev. Stat. § 506.500 in that Defendants (1) regularly transact business in Missouri; (2) make contracts in Missouri; and (3) committed the tortious acts described in this petition in Missouri.

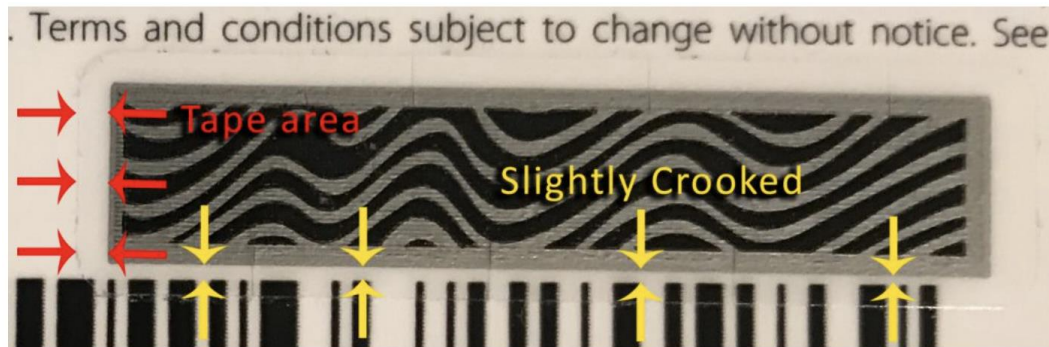
#### **Facts Common to All Counts**

8. On December 15, 2017, Plaintiff purchased two gift cards from Wal-Mart in Greene County, Missouri in the approximate amount of twenty-five dollars each.
9. Upon information and belief, prior to the date of sale, third parties removed the security tape covering the PIN numbers on the gift cards and recorded the card numbers and PINs and replaced the tamper evident tape with a commercially available equivalent substantially in the manner depicted below showing a legitimate gift card on the left and an adulterated gift card on the right bearing Zebra brand tamper tape:



10. On December 17, 2017, third parties, utilizing the card number and PIN, gained access to the funds linked to one of the gift cards and used the balance to purchase goods at Walmart.com.
11. This fraudulent practice is common and known to Wal-Mart.
12. Upon information and belief, Wal-Mart stores around the country have documented cases of gift cards tampered with prior to sale.
13. Plaintiff gave the gift cards to her niece and nephew for Christmas.
14. When her niece utilized the card she discovered the balance had been exhausted.
15. When her nephew attempted to check his balance, he discovered that Wal-Mart deactivated his card.
16. Wal-Mart store personnel unsuccessfully attempted to seize the card from Plaintiff's nephew.
17. Wal-Mart customer service failed and refused to replenish the balance on the cards or refund the money.
18. At the time the gift cards were first sold, they were tampered with and adulterated.
19. Defendants implicitly represent to purchasers that their gift cards are not tampered with and adulterated prior to first sale in the stream of commerce.
20. Wal-Mart associates have not been adequately trained or required to consistently inspect gift cards prior to sale for evidence of tampering such as the security tape being affixed in

a crooked fashion as shown below:



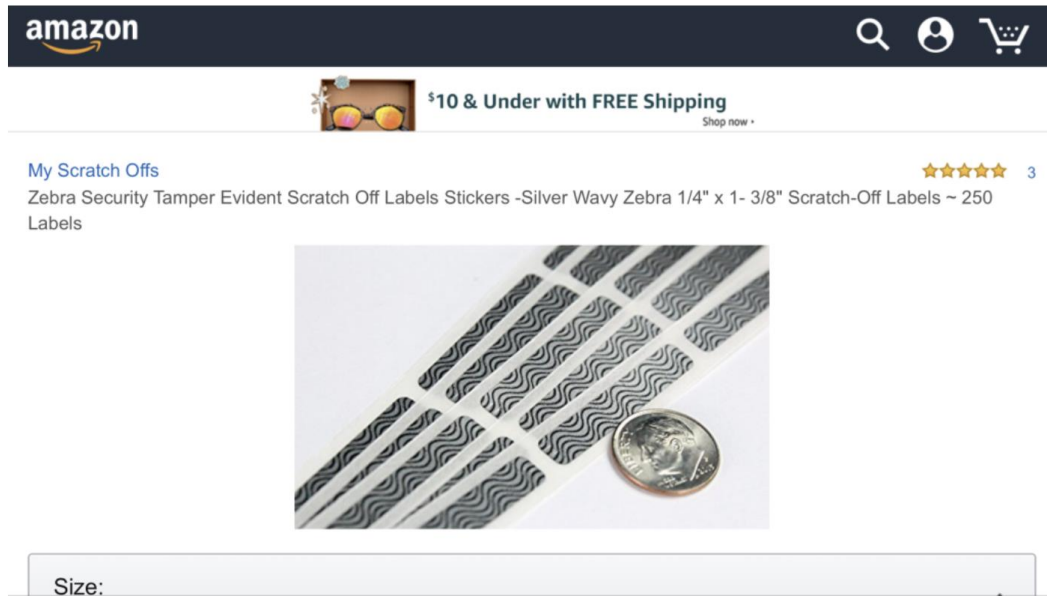
21. No reasonable purchaser would intentionally purchase a tampered with and/or adulterated gift card.
22. Plaintiff was damaged in the amount of fifty dollars and suffered embarrassment and distress associated with giving valueless gift cards to family members for Christmas.
23. The problem with the Wal-Mart gift cards is rampant and widespread and Wal-Mart is well-aware of the problem, yet Wal-Mart continues to sell unsecure gift cards.
24. Wal-Mart maintains records indicating when the gift cards are loaded, when they are redeemed and how and where they are redeemed such as depicted on the receipts below:



25. The security tape used by third parties to discover PIN numbers on Wal-Mart gift cards is readily available for purchase online in multiple types and formats including but not



limited to that shown below:



26. Defendants engage in a pattern and practice of selling gift cards it knows, or should know have been tampered with and/or fails to take reasonable precautions to discovery and/or prevent tampering.

27. Wal-Mart publishes its gift card terms and conditions at [http://help.walmart.com/app/answers/detail/a\\_id/57/~/%2Fgift-card-terms-and-conditions%3Fu1%3D%26oid%3D223073.1%26wmlspartner%3Dbipa7LLjXFc%26sourceid%3D06169867294246116240%26affillinktype%3D10%26veh%3Daff](http://help.walmart.com/app/answers/detail/a_id/57/~/%2Fgift-card-terms-and-conditions%3Fu1%3D%26oid%3D223073.1%26wmlspartner%3Dbipa7LLjXFc%26sourceid%3D06169867294246116240%26affillinktype%3D10%26veh%3Daff).

28. Although Wal-Mart sells gift cards whose PIN numbers have already been uncovered and recorded by third parties, it purports to disclaim liability associated with stolen gift cards as shown below:

**Lost or Stolen Gift Card.** Lost or stolen cards will not be replaced. Neither Wal-Mart.com USA, LLC nor Wal-Mart Stores Arkansas, LLC shall have liability to you for (i) lost or stolen Walmart Gift Cards or (ii) use of any Walmart Gift Cards by third parties through your Walmart.com account. You are solely responsible for keeping the password for your Walmart.com account safe and for any activity conducted under your account. If the eGift Card is from your Savings Catcher account, go to <https://savingscatcher.walmart.com/>

29. Wal-Mart's awareness of this problem has been documented by Lester Holt of the NBC Nightly News. <https://youtu.be/eCFhxJWe8Xs>.



### **CLASS ACTION ALLEGATIONS**

30. The claims of the named Plaintiff are typical of the claims of the respective Class she seeks to represent, in that each named Plaintiff and all members of the proposed Class purchased or received a gift card from Defendant and the funds associated with the card were stolen or misappropriated.
31. All Plaintiffs and those similarly situated seek a refund of, and restitution for, monies paid as a result of the loss of the funds, which occurred as a result of the Defendant's wrongful and improper conduct. Plaintiff and members of the Class therefore seek to disgorge the Defendant of the monies inappropriately acquired by them as a result of the loss of the gift card funds.



32. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class she represents.
33. The representative Plaintiff has retained counsel competent and experienced to represent her and the members of the proposed Class. Accordingly, the interests of the Class will adequately be protected and advanced. In addition, there is no conflict of interest among the representatives of the proposed Class.
34. The interests of all Class members are aligned because they have a strong interest in obtaining the refunds, reimbursements, and disgorgement of funds. In addition, the members of the Class have an interest in securing their right to compensatory damages.
35. Notice can be provided to Class members by a combination of published notice and first class mail and email using techniques and forms of notice similar to those customarily used in class action cases. Further, Defendants maintain a database of the contact information of its customers.
36. Certification of the Class is appropriate because the questions of law and fact common to the members of this Class predominate over any questions affecting only individual members. These questions of law and fact include, but are not limited to:
  - a. Whether Defendants were aware of the third parties' alteration of the cards;
  - b. What steps Defendants took to protect gift card purchasers from losing the funds loaded onto the gift cards to third parties;
  - c. Representations made by Defendants about the security of gift cards;
  - d. Whether Defendants violated the Missouri Merchandising Practices Act;
  - e. Whether Defendants violated the various consumer protection statutes of the separate states; and

- f. The extent to which Plaintiff and class members are entitled to damages, including compensatory damages, statutory damages, and punitive damages.
37. This Class action is superior to other available remedies for the fair and efficient adjudication of this controversy because the amount in controversy is relatively small such that it would be impracticable for putative class members to file individual actions.
38. Defendant marketed and sold the gift cards in the course of its business.

### **COUNT I -- STATUTORY FRAUD – DAMAGES AND INJUNCTION**

39. Plaintiff brings this count on behalf of the Class pursuant to the Missouri Merchandising Practices Act and the substantially similar consumer protection statutes of the other States where Wal-Mart sells its Gift Cards.<sup>1</sup>
40. The Merchandising Practices Act, § 407.025 RSMo, provides for a private cause of action, punitive damages, and attorney fees to a successful party who invokes its protections.

---

<sup>1</sup> The claims of Missouri Class members are brought under the MMPA. The claims of non-Missouri Class members are brought under the consumer protection statute(s) of their respective states. See Ala. Code § 8-19-1 et seq. (Alabama); Alaska Stat. § 45.50.471 et seq. (Alaska); Ariz. Rev. Stat. Ann. § 44-1521 et seq. (Arizona); Ark. Code Ann. § 4-88-101 et seq. (Arkansas); Cal. Bus. & Prof. Code § 17200 et seq., Cal. Bus. & Prof. Code § 17500 et seq. Cal. Civ. Code § 1750 et seq. (California); Colo. Rev. Stat. § 6-1-105 et seq. (Colorado); Conn. Gen. Stat. § 42110a (Connecticut); Del. Code Ann. Tit. 6, § 2511 et seq. (Delaware); D.C. Code Ann. § 28-3901 et seq. (District of Columbia); Fla. Stat. Ann. § 501.201 et seq. (Florida); Ga. Code Ann. § 10-1-390 et seq. (Georgia); Haw. Rev. Stat. § 481A-1 et seq. and Haw. Rev. Stat. § 480-1 et seq. (Hawaii); Idaho Code § 48-601 et seq. (Idaho); Illinois Code 815 ILCS 505 et seq.; Kan. Stat. Ann. § 50-623 et seq. (Kansas); Ky. Rev. Stat. § 367.110 et seq. (Kentucky); La. Rev. Stat. Ann. § 51:1401 et seq., (Louisiana); Me. Rev. Stat. Ann. Tit. 5, § 205-A et seq., (Maine); Md. Com. Law Code Ann. § 13-101 et seq., Md. Com. Law Code Ann. § 13-301 et seq., Md. Com. Law Code Ann. § 13-408 et seq. (Maryland); Mass Gen. L. ch. 93A, § 1 et seq. (Massachusetts); Mich. Stat. Ann. § 445.901 et seq., Mich. Stat. Ann. § 19.418(1) et seq. (Michigan); Minn. Stat. § 325F.68 et seq., Minn. Stat. § 8.31 (Minnesota); Miss. Code Ann. § 75-24-3 et seq. (Mississippi); Mont. Code Ann. § 30-14-101 et seq. (Montana); Neb. Rev. Stat. § 59-1601 et seq. (Nebraska); Nev. Rev. Stat. § 41.600 and Nev. Rev. Stat. § 598.0903 et seq. (Nevada); N.H. Rev. Stat. Ann. § 358-A:1 et seq. (New Hampshire); N.J. Rev. Stat. § 56:8-1 et seq., N.J. Rev. Stat. § 56:12-1 et seq. (New Jersey); N.M. Stat. Ann. § 57-12-1 et seq. (New Mexico); N.Y. Gen. Bus. Law. § 349 et seq. (New York); N.C. Gen. Stat. § 75-1 et seq. (North Carolina); N. D. Cent. Code § 51-15-01 et seq. (North Dakota); Ohio Rev. Code Ann. § 1345.01 et seq. (Ohio); Okla. Stat. Tit. 15, § 751 et seq. (Oklahoma); Ore. Rev. Stat. § 646.605 et seq. (Oregon); Penn. Stat. § 201-1 et seq. (Pennsylvania); R.I. Gen. Laws § 6-13.1-1 et seq. (Rhode Island); S.C. Code Ann. § 39-5-10 et seq. (South Carolina); S.D. Codified Laws Ann. § 37-24-1 et seq. (South Dakota); Tenn. Code Ann. § 47-18-101 et seq. (Tennessee); Tex. Bus. & Com. Code Ann. § 17.41 et seq. (Texas); Vt. Stat. Ann. Tit. 9, § 2451 et seq. (Vermont); Va. Code Ann. § 59.1-196 et seq. (Virginia); Wash. Rev. Code § 19.86.010 et seq. (Washington); W. Va. Code § 46A-6-101 et seq. (West Virginia); and Wyo. Stat. § 40-12-101 et seq. (Wyoming).

41. The Merchandising Practices Act, § 407.010 RSMo, encompasses the sale of gift cards by Defendant.
42. Plaintiff purchased the gift cards from one or more Defendants for personal or household use.
43. Wal-Mart through its representatives and/or agents, sold altered gift cards, made representations to Plaintiff which amounted to deception, fraud, false pretenses, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of a material fact, including but not limited to the fact that Defendant sold gift cards to Plaintiff and putative class members when Defendant knew or should have known that the cards had been altered and the funds associated with the cards were likely to be stolen or misappropriated by strangers or third parties.
44. Defendant misrepresented that the gift card PIN was private and not within the knowledge of third parties.
45. Defendant misrepresented that its security features prevented anyone but the purchaser or recipient of the gift card to use it to purchase goods or services from Wal-Mart.
46. At all times, Wal-Mart intended for purchasers to believe that the PIN's on the gift cards were not known to entities or individuals with no legitimate business purposes to know the PIN's.
47. That Defendant's representations and omissions described herein constitute concealment, suppression, or omission of issues was material to Plaintiff's and the class members' decision to purchase the gift cards.
48. Plaintiff and class members had no knowledge of Wal-Mart's concealment, fraud, misrepresentations and omissions of material fact.

49. That as a direct and proximate result of the misrepresentations, statements, assurances, and omissions made by Defendant, Plaintiff and the putative class members have suffered an ascertainable monetary loss, to wit: the loss of the funds associated with their gift cards.

50. That the conduct of Defendant in the foregoing respects was willful, intentional, and malicious and without just cause or excuse, entitling Plaintiff to actual and punitive damages and attorney fees and costs herein incurred.

**WHEREFORE**, Plaintiff prays this court enter its order and judgment: (a) That the present case may be properly maintained as a class action, that the court appoint Debbie McCoy as the Class representative and Douglas, Haun & Heidemann PC as counsel for the Class; (b) that the Court award damages to Plaintiff and the other members of the Class; (c) that the Court award Plaintiff and the other members of the Class punitive damages, attorney fees and costs; (d) that Defendant be enjoined from selling altered and/or adulterated gift cards or engaging in business practices which allows its gift cards to become altered and/or adulterated and (e) that the Court award the class such other and further relief as the Court deems just and proper.

### **COUNT II – UNJUST ENRICHMENT**

51. Plaintiff incorporates the foregoing paragraphs by reference as if set forth more fully herein.

52. Defendants have received money under such circumstances that, in equity in good conscience, it ought not to retain.

53. Specifically, Defendants received funds from customers who bought the altered gift cards, but then placed a hold on the funds without permitting the customers to use those funds to purchase merchandise.
54. A benefit was conferred upon Defendants at the Plaintiff's expense under circumstances that would make Defendants retention of the money unjust.
55. Plaintiff purchased two gift cards. As to one, the balance was depleted by a third party. As to the other, the balance was retained by Wal-Mart who refused to allow Plaintiff to access it.
56. Defendants enjoyed enrichment.
57. Plaintiff, and putative class members, suffered an economic detriment and loss.
58. There was a direct connection between the enrichment of Defendant and the impoverishment of Plaintiff.
59. There was an absence of justification for the enrichment and the impoverishment.
60. Defendants have appreciated the benefit and had knowledge and awareness that it was, in fact, receiving a benefit.

**WHEREFORE**, Plaintiff prays this court enter its order and judgment: (a) That the present case may be properly maintained as a class action, that the court appoint Debbie McCoy as the Class representative and Douglas, Haun & Heidemann PC as counsel for the Class; (b) That the Court order Defendants to return the money it unjustly retained to Plaintiff and the other class members, plus pre-judgment and post judgment interest; and (c) That the Court award the class such other and further relief as the Court deems just and proper.

### **COUNT III – BREACH OF CONTRACT**

61. Plaintiff incorporates the foregoing paragraphs by reference as if set forth more fully herein.
62. Plaintiff and Defendants entered into a lawful contract under which Plaintiff agreed to provide funds to Defendants in exchange for a gift card that could be redeemed to purchase merchandise at various Wal-Mart retail stores.
63. Plaintiff purchased two gift cards and tendered the price of payment at the point of sale.
64. In exchange for payment, seller was obligated to honor the gift cards and to furnish goods up to and including the purchase amount of the gift cards.
65. Plaintiff fully complied with her obligations.
66. Defendant failed and refused to comply with its obligations.
67. Defendant materially breached its contract with Plaintiff.
68. As a direct and proximate result, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff prays this court enter its order and judgment: (a) That the present case may be properly maintained as a class action, that the court appoint Debbie McCoy as the Class representative and Douglas, Haun & Heidemann PC as counsel for the Class; (b) that the Court award damages to Plaintiff and the other members of the Class; (c) that the Court award the class such other and further relief as the Court deems just and proper.

### **COUNT IV -- NEGLIGENCE**

69. Plaintiff hereby restates and re-alleges the above paragraphs as though fully set forth herein.
70. Defendant held itself out to Plaintiff and all class members that it was selling gift cards



that were original, usable, and also represented to those whom received those impliedly that those were good and valuable.

71. Defendant owed a duty to Plaintiff and the putative Class to ensure that the gift cards sold were original, without signs of manipulations, and otherwise were able to be used by those who received them.

72. Defendant breached that duty failing to exercise reasonable care and failing to act in a way that revealed the defects, signs of manipulation, and otherwise failing to reasonably inspect the gift cards at time of check out.

73. Defendant also breached that duty by failing to safeguard the gift cards in such a way that third parties were unable to obtain the cards' pins and steal the funds from the card.

74. As a result, Defendant acted negligently in failing to disclose information regarding defects.

75. As a direct and proximate result of the Defendant's negligence, Plaintiff and those members of the putative Class have been damaged in an amount determined to be fair and reasonable.

**WHEREFORE**, Plaintiff prays this court enter its order and judgment: (a) That the present case may be properly maintained as a class action, that the court appoint Debbie McCoy as the Class representative and Douglas, Haun & Heidemann PC as counsel for the Class; (b) that the Court award damages to Plaintiff and the other members of the Class; (c) that the Court award the class such other and further relief as the Court deems just and proper.

**COUNT V – UCC § 2-315 – BREACH OF WARRANTY**

76. At the time of sale and/or contracting, Wal-Mart had reason to know particular purposes for which the gift cards were required.

77. The particular purposes described above include but are not limited to the purchase of goods both in-store and online.

78. The buyers of the gift cards, including Plaintiff, relied upon Wal-Mart's skill or judgment to select or furnish suitable goods.

79. Wal-Mart's gift card terms and conditions do not exclude, modify or limit this implied warranty that the goods shall be fit for such purposes.

80. Wal-Mart breached its warranty in one or more material respects described more fully above.

81. As a direct and proximate result, Plaintiff and class members have been damaged.

**WHEREFORE**, Plaintiff prays this court enter its order and judgment: (a) That the present case may be properly maintained as a class action, that the court appoint Debbie McCoy as the Class representative and Douglas, Haun & Heidemann PC as counsel for the Class; (b) that the Court award damages to Plaintiff and the other members of the Class; (c) that the Court award the class such other and further relief as the Court deems just and proper.

**COUNT VI – CALIFORNIA UDAP – NATIONWIDE CLASS**

82. Plaintiff incorporates the foregoing paragraphs by reference as if set forth more fully herein.

83. A nationwide class for California UDAP violations exists in this case because Defendants have specifically elected for the application of California law to gift card related disputes.

84. Specifically, the Wal-Mart gift card terms of service provide:

**Governing Law.** When you purchase, receive, or redeem a Walmart Gift Card, you agree that the laws of the State of California shall govern these Terms and Conditions, without regard to principles of conflict of laws.

85. The gift cards at issue are primarily for personal, consumer and household purposes.

86. The gift cards sold to Plaintiff and class members were altered.

87. Defendant knew or should have known, or by the use of reasonable diligence should have discovered it was engaged in selling altered gift cards.

88. Cal. Bus. & Prof. Code § 1770(a)(6) defines a deceptive trade practice to include Representing that goods are original or new if they have deteriorated unreasonably or are **altered**, reconditioned, reclaimed, used, or secondhand.”

89. Plaintiff is a consumer who suffered damages as a result of the use or employment by Defendants of a method, act, or practice declared to be unlawful by Section 1770.

90. Pursuant to 1782, Thirty days or more prior to the commencement of this action for damages Plaintiff, on behalf of herself and the class, (1) notified the person alleged to have employed or committed methods, acts or practices declared unlawful by Section 1770 of the particular alleged violations of Section 1770; (2) Demanded that such person correct, repair, replace or otherwise rectify the goods or services alleged to be in violation of Section 1770 and (3) Such notice was in writing and was sent by certified or registered mail, return receipt requested, to the place where the transaction occurred.

91. Plaintiff is entitled to maintain this class action under 1781 because the unlawful method, act, or practice has caused damage to other consumers similarly situated and

- a. It is impracticable to bring all members of the class before the court.
- b. The questions of law or fact common to the class are substantially similar and predominate over the questions affecting the individual members.

- c. The claims or defenses of the representative plaintiffs are typical of the claims or defenses of the class.
- d. The representative plaintiffs will fairly and adequately protect the interests of the class.

**WHEREFORE**, Plaintiff prays the Court enter judgment for her and the Class  
and for:

- a. Actual damages, in an amount not less than one thousand dollars (\$1,000).
- b. An order enjoining such methods, acts, or practices.
- c. Restitution of property.
- d. Punitive damages.
- e. Court costs and attorney's fees
- f. Any other relief that the court deems proper.

**DOUGLAS, HAUN & HEIDEMANN PC**  
901 E. St. Louis St., Suite 1200  
Springfield, MO 65806  
(417)326-5261  
(417)326-2845 (fax)

By \_\_\_\_\_/s/ Craig R. Heidemann  
Craig R. Heidemann  
Missouri Bar No. 42778  
[craig@dhhlawfirm.com](mailto:craig@dhhlawfirm.com)

*Attorney for Plaintiff and the Putative Class*

**IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI**

**DEBBIE MCCOY**

Plaintiff,

vs.

Case No. 1831-CC00839

**WALMART, et al.**

**MOTION FOR CHANGE OF JUDGE**

**COMES NOW** Plaintiff, through counsel, and pursuant to Rule 51.05, requests a change of judge in this matter.

**WHEREFORE**, Plaintiff prays this Court grant this motion for a change of judge and for such other relief as the Court deems just and proper.

**DOUGLAS, HAUN & HEIDEMANN, P.C.**

111 West Broadway, P.O. Box 117

Bolivar, Missouri 65613

Telephone: (417) 326-5261

Facsimile: (417) 326-2845

craig@dhhlawfirm.com

*/s/ Craig R. Heidemann*

By \_\_\_\_\_

Craig R. Heidemann

Missouri Bar No. 42778

Attorney for

**CERTIFICATE OF SERVICE**

I hereby certify that this document is being filed electronically with the Greene County Circuit Court Clerk. Registered users are being served through the electronic filing system as provided in Missouri Supreme Court Rule 103.08 and to all others as provided in Rule 43.01(c) on this 19<sup>th</sup> day of June 2018. Service by the electronic filing system was complete upon transmission.

**DOUGLAS, HAUN & HEIDEMANN, P.C.**

*/s/ Craig R. Heidemann*

By \_\_\_\_\_

DHH No. 25773-001






# IN THE 31ST JUDICIAL CIRCUIT COURT, GREENE COUNTY, MISSOURI

Judge or Division: MICHAEL J CORDONNIER	Case Number: 1831-CC00839
Plaintiff/Petitioner: DEBBIE MCCOY	Plaintiff's/Petitioner's Attorney/Address: CRAIG RICHARD HEIDEMANN P O BOX 117 111 WEST BROADWAY BOLIVAR, MO 65613
Defendant/Respondent: WAL-MART STORES EAST LP	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: **WAL-MART STORES ARKANSAS LLC**  
Alias:  
**708 SW 8TH ST**  
**BENTONVILLE, AR 72716**

**COURT SEAL OF**  
  
**GREENE COUNTY**

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

6/19/18                      /s/Thomas R. Barr by KJ  
Date    Clerk

Further Information:

### Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (state).
- I have served the above summons by: (check one)
  - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_, a person of the Defendant's/Respondent's family over the age of 15 years.
  - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - ☐ other (describe) \_\_\_\_\_.

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ County, \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Subscribed and Sworn To** me before this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons.  
(use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

### Service Fees, if applicable

Summons \$ \_\_\_\_\_  
Non Est \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
Total \$ \_\_\_\_\_

See the following page for directions to clerk and to officer making return on service of summons.

### **Directions to Clerk**

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

### **Directions to Officer Making Return on Service of Summons**

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.




# IN THE 31ST JUDICIAL CIRCUIT COURT, GREENE COUNTY, MISSOURI

Judge or Division: MICHAEL J CORDONNIER	Case Number: 1831-CC00839
Plaintiff/Petitioner: DEBBIE MCCOY	Plaintiff's/Petitioner's Attorney/Address: CRAIG RICHARD HEIDEMANN P O BOX 117 111 WEST BROADWAY BOLIVAR, MO 65613
Defendant/Respondent: WAL-MART STORES EAST LP	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

<p>The State of Missouri to: <b>WALMART INC</b> Alias: <b>708 SW 8TH ST</b> <b>BENTONVILLE, AR 72716</b></p> <p><b>COURT SEAL OF</b>  <b>GREENE COUNTY</b></p>	<p>You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.</p> <p style="text-align: center;">6/19/18      /s/Thomas R. Barr by KJ Date      Clerk</p>
---	---

Further Information:

### Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (state).
- I have served the above summons by: (check one)
  - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_, a person of the Defendant's/Respondent's family over the age of 15 years.
  - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - ☐ other (describe) \_\_\_\_\_.

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ County, \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Subscribed and Sworn To** me before this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

### Service Fees, if applicable

Summons \$ \_\_\_\_\_  
Non Est \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
Total \$ \_\_\_\_\_

See the following page for directions to clerk and to officer making return on service of summons.

### **Directions to Clerk**

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

### **Directions to Officer Making Return on Service of Summons**

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.




# IN THE 31ST JUDICIAL CIRCUIT COURT, GREENE COUNTY, MISSOURI

Judge or Division: MICHAEL J CORDONNIER	Case Number: 1831-CC00839
Plaintiff/Petitioner: DEBBIE MCCOY	Plaintiff's/Petitioner's Attorney/Address: CRAIG RICHARD HEIDEMANN P O BOX 117 111 WEST BROADWAY BOLIVAR, MO 65613
Defendant/Respondent: WAL-MART STORES EAST LP	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: **WAL-MART STORES EAST LP**  
Alias:  
**708 SW 8TH ST**  
**BENTONVILLE, AR 72716**

**COURT SEAL OF**  
  
**GREENE COUNTY**

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

6/19/18      /s/Thomas R. Barr by KJ  
Date      Clerk

Further Information:

### Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (state).
- I have served the above summons by: (check one)
  - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_, a person of the Defendant's/Respondent's family over the age of 15 years.
  - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - ☐ other (describe) \_\_\_\_\_.

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ County, \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Subscribed and Sworn To** me before this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons.  
(use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

### Service Fees, if applicable

Summons \$ \_\_\_\_\_  
Non Est \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
Total \$ \_\_\_\_\_

See the following page for directions to clerk and to officer making return on service of summons.

### **Directions to Clerk**

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

### **Directions to Officer Making Return on Service of Summons**

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.



**IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI**

**DEBBIE MCCOY,**

Plaintiff,

vs.

Case No. 1831-CC00839

**WALMART STORES, et al.,**

Defendants

**APPLICATION FOR SPECIAL PROCESS SERVER**

**COMES NOW** Plaintiff, through counsel, and requests, pursuant to Rule 54.13 (a) (1) of the Missouri Rules of Civil Procedure, that Process Server St. Louis in Clayton, Missouri be appointed by the Court to serve process on the defendants' registered agent in the above-captioned cause. The ground for said request is: the inability of the St. Louis County Sheriff's Office to serve process as provided for in Rule 54.01.

**WHEREFORE,** Plaintiff prays that the said Process Server St. Louis be appointed as Special Process Server in the above-captioned case.

**DOUGLAS, HAUN & HEIDEMANN, P.C.**

111 West Broadway, P.O. Box 117

Bolivar, Missouri 65613

Telephone: (417) 326-5261

Fax: (417) 326-2845

craig@dhhlawfirm.com

/s/ Craig R. Heidemann

By \_\_\_\_\_

**Craig R. Heidemann**

Missouri Bar No. 42778

Attorney for Plaintiff

**DHH No. 25773-001**



# IN THE 31ST JUDICIAL CIRCUIT COURT, GREENE COUNTY, MISSOURI

Judge or Division: MICHAEL J CORDONNIER	Case Number: 1831-CC00839
Plaintiff/Petitioner: DEBBIE MCCOY	Plaintiff's/Petitioner's Attorney/Address: CRAIG RICHARD HEIDEMANN P O BOX 117 111 WEST BROADWAY BOLIVAR, MO 65613
Defendant/Respondent: WAL-MART STORES EAST LP	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: WAL-MART STORES ARKANSAS LLC Alias: 708 SW 8TH ST BENTONVILLE, AR 72716	
 <b>COURT SEAL OF GREENE COUNTY</b>	<p>You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.</p> <p style="text-align: center;">6/19/18 /s/Thomas R. Barr by KJ Date Clerk</p>
	Further Information:
<b>Officer's or Server's Affidavit of Service</b>	
<p>I certify that:</p> <p>1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.</p> <p>2. My official title is <u>Process Server</u> of <u>St Louis</u> County, <u>MO</u> (state).</p> <p>3. I have served the above summons by: (check one)</p> <p><input type="checkbox"/> delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.</p> <p><input type="checkbox"/> leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years.</p> <p><input checked="" type="checkbox"/> (for service on a corporation) delivering a copy of the summons and a copy of the petition to <u>Dannie Love</u> (name) <u>Intake Specialist</u> (title).</p> <p><input type="checkbox"/> other (describe) _____</p> <p>Served at <u>120 S. Central, St Louis, MO 63105</u> (address) in <u>St Louis</u> County, <u>MO</u> (state), on <u>7-10-18</u> (date) at <u>3:49 pm</u> (time).</p> <p>Printed Name of Sheriff or Server <u>Robert Pelosi III</u> Signature of Sheriff or Server <u>[Signature]</u></p>	
<p>Subscribed and Sworn To me before this <u>13</u> (day) <u>July</u> (month) <u>2018</u> (year)</p> <p>I am: (check one)</p> <p><input type="checkbox"/> the clerk of the court of which affiant is an officer.</p> <p><input type="checkbox"/> the judge of the court of which affiant is an officer.</p> <p><input type="checkbox"/> authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)</p> <p><input type="checkbox"/> authorized to administer oaths. (use for court-appointed server)</p> <p><u>[Signature]</u> Signature and Title</p>	
<p></p> <p><b>ROBERT M. WEST</b> My Commission Expires February 22, 2021 St. Louis County Commission #13488278</p>	
<p><b>Service Fees, if applicable</b></p> <p>Summons \$ _____</p> <p>Non Est \$ _____</p> <p>Mileage \$ _____ ( _____ miles @ \$ _____ per mile)</p> <p>Total \$ _____</p> <p style="text-align: center;">See the following page for directions to clerk and to officer making return on service of summons.</p>	




# IN THE 31ST JUDICIAL CIRCUIT COURT, GREENE COUNTY, MISSOURI

7/13  
3:49

Judge or Division: MICHAEL J CORDONNIER	Case Number: 1831-CC00839
Plaintiff/Petitioner: DEBBIE MCCOY	Plaintiff's/Petitioner's Attorney/Address: CRAIG RICHARD HEIDEMANN P O BOX 117 111 WEST BROADWAY BOLIVAR, MO 65613
Defendant/Respondent: WAL-MART STORES EAST LP	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: <b>WALMART INC</b> Alias: 708 SW 8TH ST BENTONVILLE, AR 72716	
 <b>COURT SEAL OF</b> <b>GREENE COUNTY</b>	You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.
Date: <u>6/19/18</u> Further Information:	/s/Thomas R. Barr by KJ Clerk
<b>Officer's or Server's Affidavit of Service</b>	
I certify that: 1. I am authorized to serve process in civil actions within the state or territory where the above summons was served. 2. My official title is <u>Process Server</u> of <u>St Louis</u> County, <u>MO</u> (state). 3. I have served the above summons by: (check one) <input type="checkbox"/> delivering a copy of the summons and a copy of the petition to the Defendant/Respondent. <input type="checkbox"/> leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years. <input checked="" type="checkbox"/> (for service on a corporation) delivering a copy of the summons and a copy of the petition to <u>Donnie Lase</u> (name) <u>Intake Specialist</u> (title). <input type="checkbox"/> other (describe) _____	
Served at <u>120 S. Central, St Louis MO 63104</u> (address) in <u>St Louis</u> County, <u>MO</u> (state), on <u>7-13-18</u> (date) at <u>3:49 pm</u> (time). Printed Name of Sheriff or Server <u>Robert Delmar</u> Signature of Sheriff or Server <u>[Signature]</u>	
Subscribed and Sworn To me before this <u>13</u> (day) <u>July</u> (month) <u>2018</u> (year) I am: (check one) <input type="checkbox"/> the clerk of the court of which affiant is an officer. <input type="checkbox"/> the judge of the court of which affiant is an officer. <input type="checkbox"/> authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer) <input type="checkbox"/> authorized to administer oaths. (use for court-appointed server) Signature and Title <u>[Signature]</u>	
Service Fees, if applicable Summons \$ _____ Non Est \$ _____ Mileage \$ _____ ( _____ miles @ \$ _____ per mile) Total \$ _____	
See the following page for directions to clerk and to officer making return on service of summons.	



# IN THE 31ST JUDICIAL CIRCUIT COURT, GREENE COUNTY, MISSOURI

Judge or Division: MICHAEL J CORDONNIER	Case Number: 1831-CC00839	7-13 3:49
Plaintiff/Petitioner: DEBBIE MCCOY	Plaintiff's/Petitioner's Attorney/Address: CRAIG RICHARD HEIDEMANN P O BOX 117 111 WEST BROADWAY BOLIVAR, MO 65613	
Defendant/Respondent: WAL-MART STORES EAST LP	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802	
Nature of Suit: CC Breach of Contract		

(Date File Stamp)

## Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: **WAL-MART STORES EAST LP**  
Alias:  
708 SW 8TH ST  
BENTONVILLE, AR 72716

**COURT SEAL OF**  
  
**GREENE COUNTY**

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

6/19/18 /s/Thomas R. Barr by KJ  
Date Clerk

Further Information:

### Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is Process Server of St Louis County, MO (state).
- I have served the above summons by: (check one)
  - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_, a person of the Defendant's/Respondent's family over the age of 15 years.
  - ☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to Bonnie Love (name) Intake Specialist (title).
  - ☐ other (describe) \_\_\_\_\_

Served at 120 S. Central, St Louis, MO 63105 (address)  
in St Louis County, MO (state), on 7-13-18 (date) at 3:49 pm (time).

Printed Name of Sheriff or Server Robert Palmer Signature of Sheriff or Server [Signature]

Subscribed and Sworn To me before this 13 (day) July (month) 2018 (year)

I am: (check one) ☐ the clerk of the court of which affiant is an officer.  
☐ the judge of the court of which affiant is an officer.  
☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)  
☐ authorized to administer oaths. (use for court appointed server)

**NOTARY PUBLIC**  
**NOTARY SEAL**  
**STATE OF MISSOURI**

**ROBERT M. WEST**  
My Commission Expires  
February 22, 2021  
St. Louis County  
Commission #13456279

Signature and Title [Signature]

**Service Fees, if applicable**

Summons	\$ _____
Non Est	\$ _____
Mileage	\$ _____ ( _____ miles @ \$ _____ per mile)
Total	\$ _____

See the following page for directions to clerk and to officer making return on service of summons.